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5 UNITED STATES DISTRICT COURT
6 EASTERN DISTRICT OF WASHINGTON

7 RUSSELL D. ROSCO and BONNIE
8 R. ROSCO,

9 Plaintiffs,

v.

10 EQUIFAX INFORMATION
11 SERVICES; EXPERIAN
12 INFORMATION SOLUTIONS;
13 FIRST BANK MORTGAGE; and
14 ADVANTAGE GROUP,

15 Defendants.

NO: 2:15-CV-325-RMP

PROTECTIVE ORDER

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PROTECTIVE ORDER

1. This Order shall govern the use, handling and disclosure of all documents, testimony, or information produced or given in this action that are designated to be subject to this Order in accordance with the terms below.

2. Any party producing or filing documents or other materials in this action may designate such materials and the information contained therein subject to this Order by typing or stamping on the front of the document, or on portion(s) of the

1 document for which confidential treatment is desired, "CONFIDENTIAL" if the
2 party has a reasonable and good faith belief the material contains a trade secret or
3 other confidential research, development, or commercial information, or personal
4 or financial information of a consumer other than plaintiffs.

5 3. If, at any time, a party or non-party discovers that it produced or
6 disclosed protected information without designation, it may promptly notify the
7 Receiving Party and identify with particularity the information to be designated
8 and the level of designation (the claw-back notification). The Receiving Party may
9 then request substitute production of the newly-designated information. Within
10 fourteen (14) days of receiving the claw-back notification, the Receiving Party
11 must (1) certify to the Designating Party it has appropriately marked or, if
12 substitute production has been requested, destroyed all unmarked copies that it
13 received, made, and/or distributed; and (2) if it was practicably unable to mark or
14 destroy any information because disclosures occurred while the Receiving Party
15 was under no duty of confidentiality under the terms of this Order regarding that
16 information, the Receiving Party must reasonably provide as much information as
17 practicable to aid the Designating Party in protecting the information, consistently
18 with the Receiving Party's attorney-client, work-product, and/or trial-preparation
19 privileges.

20 4. All materials designated as CONFIDENTIAL, and all information
21 derived therefrom (including but not limited to all testimony, deposition, or

1 otherwise, that refers, reflects or otherwise discusses any such materials) shall not
2 be used, directly or indirectly, by any person for any business, commercial, or
3 competitive purposes, or for any purpose whatsoever other than solely for the
4 preparation and trial of this action in accordance with this Order.

5 5. Except with the prior written consent of the party asserting confidential
6 treatment or pursuant to court order, any document or materials given confidential
7 treatment under this Order, and any information contained in, or derived from, any
8 such materials may not be disclosed other than in accordance with this Order and
9 may not be disclosed to any person other than the Court and:

10 a. Parties to this litigation;

11 b. Counsel for the respective parties to this litigation and clerks,
12 paralegals, secretaries or other employees of counsel;

13 c. Witnesses expected to be deposed or to testify in court or by
14 affidavit in this litigation;

15 d. Experts specially retained as consultants or expert witnesses in
16 connection with this litigation.

17 6. Documents produced pursuant to this Order shall not be made available
18 to any person designated in subparagraph 5(d) unless he or she shall have first read
19 this Order and agree to be bound by its terms.

20 7. The parties and their attorneys shall take all necessary and proper steps to
21 preserve the confidentiality of, and to protect the rights of the party asserting

1 confidential treatment with respect to, any information designated by said party as
2 CONFIDENTIAL in accordance with this Order.

3 8. If CONFIDENTIAL information submitted in accordance with this Order
4 is disclosed to any person other than in a manner authorized by this Order, the
5 party responsible for the disclosure must immediately upon learning of the
6 disclosure bring all pertinent facts relating to such disclosure to the attention of the
7 party asserting confidential treatment, and make every effort to prevent further
8 disclosure by the responsible party or by the person who was the recipient of such
9 information.

10 9. Nothing set forth herein prohibits the use in this litigation of any
11 information designated as CONFIDENTIAL.

12 10. In the event that any party disagrees with any designation made under
13 this Order, the parties shall first try in good faith, via a telephone conference, to
14 resolve the disagreement informally. If the dispute cannot be resolved and the
15 Receiving Party concludes in good faith that the materials have been improperly
16 classified, the Receiving Party may seek appropriate relief from this Court. During
17 the pendency of any challenge to the designation of a document or information as
18 CONFIDENTIAL, the designated document or information shall continue to be
19 treated as CONFIDENTIAL, consistent with the Designating Party's designation,
20 until the Court has ruled on the receiving party's motion.

1 11. Within sixty (60) days after the conclusion of this case, the parties shall
2 assemble and return to the Designating Party all materials containing information
3 designated in accordance with paragraph 2, above. The Designating Party may
4 elect to have its designated materials destroyed rather than returned, in which case
5 the other party shall provide written verification that the materials, including any
6 summaries, extracts, compilations, notes, or other attorney work product, have
7 been destroyed.

8 12. This Order shall remain binding after the conclusion of this case unless
9 otherwise ordered by the Court, and the Court shall retain jurisdiction over all
10 parties bound hereby for the purposes of enforcing this Order. Each individual
11 signing the acknowledgment attached as Exhibit “A” agrees to be subject to the
12 jurisdiction of this Court for purposes of this Order.

13 13. This Order does not prevent any party from seeking to seal trial
14 transcripts and/or trial exhibits, including documents previously filed under seal, or
15 from seeking any other similar relief.

16 14. Neither the entry of this Order, nor the designation of any material as
17 “CONFIDENTIAL,” nor the failure to make such designation, shall constitute
18 evidence on any issue in this case. The designation of any materials as
19 “CONFIDENTIAL” does not waive that party’s objection to any discovery on the
20 ground that it seeks information protected by Federal Rule of Civil Procedure 26(c)
21 or other provisions of law.

15. This Order may be altered by the Court upon mutual assent of the parties.

IT IS SO ORDERED.

The District Court Clerk is directed to enter this Order and provide copies to counsel and to pro se Plaintiffs.

DATED June 13, 2017.

s/ Rosanna Malouf Peterson
 ROSANNA MALOUF PETERSON
 United States District Judge